Case 22-11761-mdc Doc 17 Filed 08/31/22 Entered 09/01/22 00:29:01 Desc Imaged Certificate of Notice Page 1 of 4

United States Bankruptcy Court Eastern District of Pennsylvania

In re: Case No. 22-11761-mdc

Tanya Stanley-Williams Chapter 13

Debtor

CERTIFICATE OF NOTICE

District/off: 0313-2 User: admin Page 1 of 1
Date Rcvd: Aug 29, 2022 Form ID: pdf900 Total Noticed: 1

The following symbols are used throughout this certificate:

Symbol Definition

Addresses marked '+' were corrected by inserting the ZIP, adding the last four digits to complete the zip +4, or replacing an incorrect ZIP. USPS

regulations require that automation-compatible mail display the correct ZIP.

Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on Aug 31, 2022:

Recipi ID Recipient Name and Address

db + Tanya Stanley-Williams, 1206 W. Lafayette St., Norristown, PA 19401-4330

TOTAL: 1

 $Notice\ by\ electronic\ transmission\ was\ sent\ to\ the\ following\ persons/entities\ by\ the\ Bankruptcy\ Noticing\ Center.$

Electronic transmission includes sending notices via email (Email/text and Email/PDF), and electronic data interchange (EDI).

NONE

BYPASSED RECIPIENTS

The following addresses were not sent this bankruptcy notice due to an undeliverable address, *duplicate of an address listed above, *P duplicate of a preferred address, or ## out of date forwarding orders with USPS.

NONE

NOTICE CERTIFICATION

I, Gustava Winters, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.

Meeting of Creditor Notices only (Official Form 309): Pursuant to Fed .R. Bank. P.2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.

Date: Aug 31, 2022 Signature: /s/Gustava Winters

CM/ECF NOTICE OF ELECTRONIC FILING

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system on August 29, 2022 at the address(es) listed below:

Name Email Address

KENNETH E. WEST

ecfemails@ph13trustee.com philaecf@gmail.com

KENNETH E. WEST

on behalf of Trustee KENNETH E. WEST ecfemails@ph13trustee.com philaecf@gmail.com

REBECCA ANN SOLARZ

 $on \ behalf \ of \ Creditor \ Self \ Help \ Ventures \ Fund \ bkgroup@kmllawgroup.com \ rsolarz@kmllawgroup.com$

TIMOTHY ZEARFOSS

on behalf of Debtor Tanya Stanley-Williams tzearfoss@aol.com

United States Trustee

USTPRegion03.PH.ECF@usdoj.gov

TOTAL: 5

Case 22-11761-mdc Doc 17 Filed 08/31/22 Entered 09/01/22 00:29:01 Desc Imaged Certificate of Notice Page 2 of 4 IN THE UNITED STATES BANKRUPTCY COURT FOR THE EASTERN DISTRICT OF PENNSYLVANIA

Tanya Stanley-Williams a/k/a Tanya Stanley

Tanya Stanley CHAPTER 13
Debtor(s)

Self Help Ventures Fund

VS.

Movant

Movaii

NO. 22-11761 MDC

Tanya Stanley-Williams a/k/a Tanya Stanley

Debtor(s)

Kenneth E. West

11 U.S.C. Section 362

<u>Trustee</u>

STIPULATION

AND NOW, it is hereby stipulated and agreed by and between the undersigned as follows:

1. The post-petition arrearage on the mortgage held by the Movant on the Debtor's residence is \$2,397.97 which breaks down as follows;

Post-Petition Payments: August 2022 at \$1,359.97/month

Fees & Costs Relating to Motion: \$1,038.00 **Total Post-Petition Arrears** \$2,397.97

- 2. The Debtor shall cure said arrearages in the following manner:
- a). Within seven (7) days of the filing of this Stipulation, Debtor shall file an Amended Chapter 13 Plan to include the post-petition arrears of \$2,397.97.
- b). Movant shall file an Amended or Supplemental Proof of Claim to include the post-petition arrears of \$2,397.97 along with the pre-petition arrears;
- c). The new 410A form for a Proof of Claim shall not be required for this Amended or Supplemental Proof of Claim.
- 3. Beginning with the payment due September 1, 2022 and continuing thereafter, Debtor shall pay to Movant the present regular monthly mortgage payment of \$1,359.97 (or as adjusted pursuant to the terms of the mortgage) on or before the first (1st) day of each month (with late charges being assessed after the 15th of the month).

- 4. Should Debtor provide sufficient proof of payments made, but not credited (front & back copies of cancelled checks and/or money orders), Movant shall adjust the account accordingly.
- 5. In the event the payments under Section 3 above are not tendered pursuant to the terms of this stipulation, Movant shall notify Debtor and Debtor's attorney of the default in writing and the Debtor may cure said default within FIFTEEN (15) days of the date of said notice. If Debtor should fail to cure the default within fifteen (15) days, Movant may file a Certification of Default with the Court and the Court shall enter an Order granting Movant immediate relief from the automatic stay and waiving the stay provided by Bankruptcy Rule 4001(a)(3). Said Order granting relief from the automatic shall contain language allowing ongoing, *in rem* relief as to the Property as contemplated in the Proposed Order filed with Movant's initial Motion for Relief.
- 6. If the case is converted to Chapter 7, Movant may file a Certification of Default with the Court and the Court shall enter an Order granting Movant relief from the automatic stay. Said Order granting relief from the automatic shall contain language allowing ongoing, *in rem* relief as to the Property as contemplated in the Proposed Order filed with Movant's initial Motion for Relief.
- 7. If the instant bankruptcy is terminated by either dismissal or discharge, this agreement shall be null and void, and is not binding upon the parties except to the extent that, in the case of dismissal, Movant may file a Certification of Default with the Court and the Court shall enter an Order granting Movant relief from the automatic stay. Said Order granting relief from the automatic shall contain language allowing ongoing, *in rem* relief as to the Property as contemplated in the Proposed Order filed with Movant's initial Motion for Relief.

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 8. The provisions of this stipulation do not constitute a waiver by Movant of its right to seek reimbursement of any amounts not included in this stipulation, including fees and costs, due under the terms of the mortgage and applicable law.
- The parties agree that a facsimile signature shall be considered an original signature.

Date: August 15, 2022

/s/ Rebecca A. Solarz, Esquire

Rebecca A. Solarz, Esquire Attorney for Movant

Date: \$ 19 22

Timothy Zearfoss Esq. Attorney for Debtor(s)

No Objection - Without Prejudice to Any

Trustee Rights or Remedies

August 26, 2022 Date:

/s/ LeeAne O. Huggins

Kenneth E. West Esq. Chapter 13 Trustee

Approved by the Court this 29th day of August 2022. However, the court retains discretion regarding entry of any further order.

MAGDELINE D. COLEMAN CHIEF U.S. BANKRUPTCY JUDGE

Magdeline D. Colem